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EUROPEAN ROAD INFORMATION CENTRE

Statutes

ARTICLE 1

DEFINITION

The European Road Information Centre (ERIC) Federation is a non-profit Association with legal personality, ruled by the present statutes subject to the Swiss Civil Code (articles 52 and following).

ARTICLE 2

SEAT, DURATION AND FINANCIAL YEAR

The registered office of ERIC is located in Geneva, Switzerland.

ERIC is founded for an unlimited duration.

The financial year of ERIC correspond to the calendar year.

ARTICLE 3

PURPOSE AND OBJECTIVES

The purpose of ERIC is the pan-European exchange of traffic and travel data between its members.

ERIC pursues this purpose by operating a state-of-the-art computerised information exchange system (ERIC 2000 data-network) and making same available to its members 24 hours a day, but also by assisting and supporting ERIC members in the use of this data-network at usual working hours on workdays.

ERIC promotes the exchange of know-how between its members to serve their interest as competent service provider of up-to-date traffic and travel data and to secure road and traffic safety.

ERIC has also the objective to make studies and recommendations to increase efficiency within its frame of reference.

ARTICLE 4

PRINCIPLES OF COOPERATION

The members undertake to permanently and actively participate in the exchange of traffic and travel data via the ERIC information system and to verify exactness and quality level of data put into the ERIC system.

The quality of the data is specified in the ERIC handbook and must match other members needs.

ARTICLE 5

MEMBERSHIP

Membership is open to all organisations who have their seat in Europe and are active or have interest in cross-border traffic and travel information.

Within the ERIC Federation there are two categories of members, the Full members and the Associate members. Associate-membership cannot exceed a period two years after applying for admission and will be transformed into Full-membership.

Associate members are the organisations participating in or supporting the ERIC Federation. These organisations do not have either representatives in the ERIC Board or Management Committee, or votes at the General Assembly, but can make formal proposals.

Full members are the organisations participating in the ERIC Federation and paying the annual membership fee. These organisations have full votes in the General Assembly (number of votes as defined in the Appendix B) and may be elected on the management committee or the ERIC Board.

ARTICLE 6

OBLIGATIONS FOR MEMBERS

Members have to fulfil the obligations of the ERIC Service-Level Agreement and Regulations as defined in the Appendix A and B.

The financial liability of members cannot exceed their individual membership-fee as defined in the Regulations.

ARTICLE 7

SPECIAL GROUPS OF INTEREST

For particular types of activities and projects where all ERIC members might not be interested or in a position to take part, the ERIC Federation can create special groups of interest.

The organisation and legal form of such groups must be fixed according to their goals but also take needs of concerned members into consideration. These groups can have the form of organs with an independent legal identity.

Such groups of interest must comply with rules and restrictions described in article 12.

ARTICLE 8

ADMISSION OF NEW MEMBERS

The aims and objectives of a candidate must be compatible with those of ERIC.

Prior to the admission of a new member, all existing members of ERIC in the applicant's country will be consulted, with the opportunity to oppose to admission, such admission not to be unreasonably withheld. Application for admission should be addressed to the Management Committee.

The Management Committee examines the compatibility of the candidate with the statutes of ERIC in term of its by-laws, service activities, quality control of traffic and travel information to ERIC and other established criteria.

Any organisation whose application for admission has been refused by the Management Committee may appeal against this decision to the ERIC Board within a delay of one month from notification.

Admission of candidates for membership has to be approved by the Board; admission to membership has to be confirmed by the General Assembly by a two-third majority of the votes validly cast to be effective.

ARTICLE 9

RESIGNATION

Resignations from ERIC membership must be submitted in writing to the ERIC Board not later than 6 months before end of the financial year to be effective the following year.

ARTICLE 10

DISMISSAL AND SUSPENSION FOR NON-PAYMENT OF FEES

- a) Non-payment of the subscription fees to ERIC for one year entails the suspension of membership rights including access to the ERIC data exchange system by a decision of the Board, subject to non-compliance with a reminder fixing a time limit for payment.

When the non-payment extends beyond the second calendar year, dismissal shall take place after a final written notice, provided the Board does not rule otherwise taking into consideration special circumstances invoked by the faulty member.

- b) Dismissal from ERIC for non-payment of subscription fees entails loss of membership. The Management Committee will be notified by the Board of any suspension of membership rights or dismissal from membership on grounds of non-payment of subscription fees.

ARTICLE 11

EXPULSIONS

Expulsion of a member on grounds other than those listed in article 10 may be pronounced by decision of the Board only for cause. The Management Committee shall be notified of such action. If uncontested it entails also to the loss of membership in ERIC.

Suspension of membership rights including access to the ERIC information system shall be decided by the Board, subject to the final decision of the General assembly.

The expelled member may appeal against the decision of the Board to the General Assembly within one month from notification.

The appeal must be presented in writing to the secretary of the Board. A written appeal suspends the expulsion.

To overrule a decision of expulsion one requires a two-thirds majority of the votes validly cast by the General Assembly.

ARTICLE 12

AGREEMENT AND CONVENTION BETWEEN MEMBERS

Members of ERIC may conclude conventions between themselves, providing these do not conflict with the ERIC statutes or prejudice the interests of ERIC Federation or any of its members.

No convention may be concluded between members of ERIC and an international group or a national body with aims of disseminating other ERIC members traffic and travel information outside that

member's national boundaries, without first having been submitted to the Management Committee for approval, such approval not to be unreasonably withheld.

The same restrictions apply to conventions which are concluded between a member of ERIC and a group not affiliated to it.

ARTICLE 13

ORGANS

ERIC Organs are :

- the General Assembly
- the Board
- the Management Committee
- the Mediation Board

ARTICLE 14

GENERAL ASSEMBLY

The General Assembly is the supreme body of the ERIC Federation.

The General Assembly comprises all members of the ERIC Federation.

The General Assembly meets once a year, on convocation by the Board, at a place designated for it at its previous meeting, or failing this, designated by the Board. As a rule, every second General Assembly shall be reserved for elections.

Each member has voting rights in accordance to that set out in article 5 and Appendices B. Any member organisation may be represented by several delegates; however, only one delegate shall be entitled to vote on behalf of a voting member organisation.

Associate members may be heard in a consultative capacity.

Voting member organisations may assign their vote to a delegate representing another voting -member organisation providing, however, that no voting delegate of any member organisation shall represent more than three other member organisations. Written proxies must be notified to the ERIC Board.

Voting by mail is allowed with written agreement of the Board.

The draft agenda for the General Assembly is forwarded to members by the secretary of the Board no later than two months before the date of the meeting.

Members wishing to place other matters on the agenda must inform the secretary of the Board in writing no later than one month before the date of the meeting.

The final agenda is drawn up by the Management Committee, who may accept urgent proposals received after the prescribed time limit. Members shall be notified of the agenda in due time before the meeting.

The General Assembly:

- approves the annual budget and the audited accounts of ERIC;
- elects the President, the Executive vice-president, the Treasurer and the other members of the Board
- approves admission of new members proposed by the Board
- determines the annual subscription fees;
- ratifies the proceedings of the Board and the Management Committee;

- deliberates on all questions appearing on the agenda;
- approves to the dissolution and liquidation of ERIC in accordance with article 20. ;
- approves the yearly operational plan;
- rules on appeals in matters concerning admission to ERIC membership and representation in the ERIC Board and Management Committee;
- rules on appeals in matters concerning expulsion from ERIC membership;
- decides the venue of the next General Assembly.

An extraordinary General Assembly may be convened if either

- a) a majority vote of the Board is in agreement
- b) 30 % or more of voting members request the Board to do so.

Resolutions of the General Assembly shall be adopted with a simple majority of the votes cast if not otherwise stated, abstentions being not counted in the votes cast.

ARTICLE 15

ERIC BOARD

The Board has a President, an Executive Vice President, a Treasurer and a minimum of 4 additional members elected by the General Assembly for a two years mandate which can be renewed.

Only representatives of Full-members can be elected in the Board.

The Board shall discharge its responsibilities and exercise its powers in accordance with these Statutes. The task of the Board is to take decisions on matters which are put forward for approval by the Management Committee.

The Board administers ERIC and is responsible towards the General Assembly for its activities.

The Board meets at least once every six months.

The draft agenda for the Board meeting is forwarded to Board members by the secretary not later than one week before the date of the meeting.

Board members wishing to place other matters on the agenda must inform the secretary of the ERIC board in writing not later than two days before the day of the meeting.

The Board:

- takes note of the management committee reports on the current situation of ERIC;
- appoints the members of the Management Committee;
- deliberates on all questions appearing on the agenda;
- decides the venue of the next ERIC board meeting;
- shall meet in addition to regular meetings as often as the affairs of ERIC may require;
- prepares the annual budget and accounts of ERIC for presentation to the General Assembly;
- shall convene the General Assembly of ERIC;
- shall convene an extraordinary General assembly, either by own decision, or upon request of 30 % or more of the voting members.

Decisions of the Board are taken at the single majority of the votes of present or represented members. The Board decisions need a quorum of a minimum of 3 members present or represented, and to be recorded in the minutes.

ARTICLE 16

MANAGEMENT COMMITTEE

A Management Committee, including a Chairman, is appointed by the ERIC Board for a period of one year.

The Management Committee shall discharge its responsibilities and exercise its powers in accordance with these statutes.

The task of the Management Committee is to execute the daily management of ERIC.

The Management Committee shall work within the framework set by the yearly operational plan which is approved by the General Assembly, and according to the instructions of the Board.

The Management Committee:

- elects the three members of the Mediation Board, according to article 17.

If a vacancy occurs between two meetings of the Board, the Management Committee may designate the successor by itself. This decision shall be subject to subsequent approval by the Board.

ARTICLE 17

MEDIATION BOARD

Under the authority of the Management Committee, controversies of non-legal nature arising between the members of ERIC which cannot be settled by other means will be submitted, upon prior consent of the parties concerned, to an ad hoc Mediation Board, composed of five members of ERIC, three of whom - including the Chairman - shall be elected by the Management Committee and the remaining two appointed as their respective representatives by each of the parties in controversy.

The chairman of the Mediation Board will be a member of the ERIC board appointed by the Management Committee.

The elected members of the Mediation Board and the two parties may alternatively decide to submit the controversy to a single referee, chosen from amongst the members of ERIC by mutual agreement.

The findings of the Mediation Board or the referee shall be submitted by its Chairman to the ERIC Board for approval prior to proposal to the parties in controversy.

ARTICLE 18

ARBITRATION

For settlement of disputes involving legal issues, parties concerned within ERIC may agree in writing to submit the case to an Arbitration Board of 3 members convening in Geneva.

Within sixty days after the arbitration agreement is reached the names of two arbitrators chosen by the parties will be notified to the secretary. These arbitrators shall agree on a third member who shall act as chairman. In the absence of an agreement, the chairman of the Arbitration Board shall be appointed by the Court of the First Instance of the Canton of Geneva.

The decision of the Arbitration Board shall be final and binding on the parties.

The applicable procedure shall be ruled by the laws of the Canton of Geneva.

ARTICLE 19

AMENDMENTS OF THE STATUTES

Any proposal to amend ERIC statutes must be addressed in writing not later than one month before the date of the Assembly to the President to be placed on the agenda of the General Assembly. No proposal for amendment of the Statutes may be placed on the agenda after expiration of this term. The proposal must secure two-thirds of the votes validly cast to be accepted.

A quorum of at least half of all voting members, present or represented, shall be required.

ARTICLE 20

DISSOLUTION AND LIQUIDATION

ERIC may not be dissolved except by a ballot at an extraordinary General Assembly at which no less than two-thirds of the voting members are present or validly represented and a majority of four-fifths of the votes is validly cast.

An extraordinary General Assembly must be convened by registered mail six months before the fixed date. The dissolution and liquidation of ERIC must appear on the agenda communicated together with the convening notice.

If a quorum is not obtained, a new meeting must be convened within six months. The second extraordinary General Assembly then takes a decision regardless of the number of members present or represented, provided a majority of four-fifths of the votes validly casts is secured.

The extraordinary General Assembly shall appoint liquidators who will apportion the remaining assets according to the instructions by the General Assembly to one or more organisations whose activities are similar to those of ERIC.

Geneva, November 12th 1996

**Enclosures : Appendix A (ERIC Service Level Agreement)
 Appendix B (ERIC Regulations)**

APPENDIX A TO THE ERIC STATUTES

ERIC Service Level Agreement (sla)

(Agreement between the ERIC members on the conditions for access to and use of the ERIC information system ("ERIC 2000"))

PREAMBLE:

- A) ERIC operates the ERIC 2000 information system for the pan-European exchange of traffic and travel data between ERIC members.
- B) The basis for the co-operation between ERIC and the ERIC members are the ERIC Statutes.
- C) Access to the ERIC 2000 system is available to ERIC members only.
- D) ERIC is responsible for making available the ERIC 2000 information system, the collation and processing of data as well as the transmission of the data to the ERIC members; this includes alternative communication means in case of failure of the ERIC 2000 system.
- E) ERIC admits all members to the network who comply with the terms and conditions of connection and use defined below.
- F) As a rule ERIC members have the exclusive use of the information distributed through ERIC as service providers for their country.
- G) ERIC members make available their traffic and travel data to other ERIC members exclusively via the ERIC 2000 information system.

ARTICLE 1

CONDITIONS FOR CONNECTION

- 1.1 The ERIC member shall meet the technical requirements set by ERIC as described in the ERIC 2000 Infrastructure Planning, including a suitable computer system (workstation) and a connection to the public communication infrastructure.
- 1.2 The ERIC 2000 member shall assign a system administrator and a deputy system administrator for the ERIC 2000 information system and provide their names and addresses as well as telephone and fax numbers to ERIC.
- 1.3 The system administrator of the ERIC member shall act as an intermediary between ERIC and the national operator of the communication infrastructure (post office/telecom).
- 1.4 The system administrator of the ERIC member shall be responsible for the necessary training and information on the ERIC 2000 information system within the organisation of the ERIC member.

ARTICLE 2

ADMISSION

- 2.1 ERIC shall provide the connection of the ERIC member to the ERIC 2000 information system.
- 2.2 ERIC shall supply the ERIC member with software, manuals, configuration and identification data required for the connection to and the use of the ERIC 2000 information system.
- 2.3 Telephone support shall be available for the ERIC member for initial installation and configuration of the ERIC 2000 information system during regular office hours from 9.00 to 18.00. Reference for "regular office hours" is the Swiss calendar. ERIC shall publish yearly an annual calendar with information on the availability of telephone support as well as monthly updates of this calendar.

ARTICLE 3

ACCESS TO THE INFORMATION SYSTEM

- 3.1 ERIC shall ensure daily operation and availability of the ERIC 2000 information on a 24-hour basis for the use of the ERIC members. ERIC shall be entitled to restrict temporarily the times of access to the information system for material and technically justified reasons, e.g. maintenance.
- 3.2 ERIC shall be entitled to alter the specifications of system access on the grounds of technically necessary requirements.

ARTICLE 4

OBLIGATIONS OF THE ERIC MEMBER

- 4.1 The ERIC member shall ensure that traffic and travel data are only made available to the ERIC information system after verification of quality and completeness requirements in accordance with ERIC directives. The ERIC member shall further ensure compliance with the ERIC directions and guidelines for hardware and software handling and follow ERIC instructions regarding the use of the information system.
- 4.2 The ERIC member shall keep a logfile for the benefit of ERIC.
- 4.3 In order to improve the ERIC 2000 information system the ERIC member shall cooperate with ERIC with regard to the optimisation and development of the system.
- 4.4 The ERIC member shall bear the costs of the initial installation, connection and access to the ERIC 2000 information system in accordance with the conditions of the ERIC budget.

ARTICLE 5

OBLIGATIONS OF ERIC

- 5.1 ERIC shall support the system administrators of the ERIC members. ERIC shall assign a system manager and a deputy system manager to provide support to the system administrators of the ERIC members.
- 5.2 ERIC shall ensure on a technical basis within its computer system and equipment that the traffic and travel data transmitted by the ERIC members will not be altered and will be distributed to ERIC members only.

ARTICLE 6

REPAIR OF MALFUNCTIONS

- 6.1 The ERIC member shall notify ERIC without delay of any malfunctions during the data exchange. For this purpose the ERIC member shall prepare an error report stating the circumstances and conditions under which the malfunction occurred.
- 6.2 ERIC shall repair the malfunction as soon as possible upon receipt of the error report. ERIC shall inform the ERIC member as soon as possible, but in any event within one week after the receipt of the error report stating the reason of the malfunction and the expected time of repair. ERIC shall inform the ERIC members regularly on a monthly basis of the nature of the malfunctions and the measures taken for repair.

ARTICLE 7

LIABILITY

- 7.1 ERIC shall not be liable for inaccurate traffic and travel data unless in the case of intent or gross negligence by ERIC.
- 7.2 ERIC shall, unless otherwise provided by law, not be liable for malfunctions as a result of technical errors in the ERIC 2000 information system and/or non-performance of a third party other ERIC members.
- 7.3 Unless otherwise provided by law, ERIC cannot be held responsible for damages caused to ERIC members if such damage is the result of the usage of equipment brought in by third parties and which does not meet the requirements set by ERIC.
- 7.4 If the ERIC 2000 information system is damaged as a result of the use of equipment not meeting the requirements set by ERIC the ERIC member using such equipment shall be responsible.
- 7.5 Unless otherwise provided by law, ERIC cannot be held responsible for damages caused to ERIC members as a result of alterations/modifications of access times or specifications for the access to the ERIC 2000 information system or as a result of the adjustment of the computer system (workstation) or services.
- 7.6 ERIC cannot be held responsible for damages caused to ERIC members as a result of the resignation of an ERIC member or as the result of the termination of the ERIC membership of an ERIC member.

ARTICLE 8

TERMINATION

- 8.1 The termination of this Agreement shall be governed by the applicable provisions of the ERIC Statutes.
- 8.2 In the case of serious infringements of the provisions of this Agreement by an ERIC member ERIC shall be entitled to exclude the member from the use of the ERIC 2000 information system. Notwithstanding the aforesaid the provisions on expulsion as stipulated in the ERIC Statutes shall apply.

ARTICLE 9

DURATION

This Agreement shall be concluded for an indefinite period. The terms of the ERIC Statutes on amendments and modifications shall apply.

Geneva, November 12th 1996

APPENDIX B TO THE ERIC STATUTES

ERIC REGULATIONS

**(Mode of application and internal rules between
members within the ERIC Federation)**

PREAMBLE

The present regulations aim to provide the necessary clarifications to the Statutes of the ERIC Federation, of which they form an integral part, and more particularly to the articles 5, 6, 8, 10, 11, 14, 15, 19 and 20.

These regulations also specify the principles of financial apportionment between the members as well as the number of votes associated with the financial commitment of each member.

ARTICLE 1

BASIC PRINCIPLES

The ERIC Federation functions in accordance with co-operative principles where each member organisation makes its national information of European interest available free of charge to the ERIC System, this to match the needs expressed by the other member organisations (as defined in the ERIC Manual).

ERIC gives the member organisations a financial compensation according to volume of information supplied and taken by other members, with the aim to maintain an acceptable financial balance between the volume of information supplied to and that received from ERIC.

Exemptions can be allowed for associate members by decision of the General assembly.

ARTICLE 2

FINANCIAL ADJUSTMENT

In the apportionment of ERIC operational costs between full member organisations, the size of the member organisation, its commitment to the activities of the ERIC Federation, and the volume and quality of the information exchanged are taken into consideration.

The financial commitment of each full member organisation cannot be less than half a share and cannot exceed three and a half shares. This provision does not apply to associate members.

The apportionment of the ERIC operational costs is made in accordance with the number of shares granted for each full member organisation, the amount for each share corresponding to the total of the operational costs divided by the total number of shares.

For transmissions costs of the information s received from ERIC, each member will be charged according to volume received under deduction of compensation granted according to the volume of information supplied to other members via the ERIC system.

All the operational and transmission costs, in addition to the apportionment device precisising the individual financial commitment of each full member organisation is defined within the framework of the annual ERIC budget submitted for approval to the General assembly.

ARTICLE 3

RIGHT TO VOTE AND ELIGIBILITY

Only full members have voting right and their representatives may be elected to the Board and the Management committee of ERIC; associate members may be heard on a consultative capacity and make formal proposals.

The number of votes for each full member organisation is determined according to its financial participation in the operational costs of the ERIC system as defined in the article 2 above. A full member organisation can have a minimum of one vote (half share participation) and a maximum of 7 votes (three and a half shares participation), each share been equipped with a coefficient of 2.

These provisions are the subject of a decision by the General assembly and are valid for the current year.

FINAL PROVISIONS

The present regulations are established for an indeterminate duration and are an integral part of the Statutes of the ERIC Federation.

GENEVA, November 12th 1996